



STATEWIDE FOOD PURCHASE AND DELIVERY SERVICES

NON-MANDATORY FOR STATE AGENCIES

AVAILABLE TO POLITICAL SUBDIVISIONS

Term: July 1, 2017 through **June 30, 2021** (includes two one-year renewal options)

The Division of Shared Services (SSoA) has established this non-mandatory contract for the purchase of food products and related items on an as-needed basis from qualified providers.

All State of Alaska governmental entities may, at their option, utilize the services provided under the contract including other State of Alaska governmental agencies, such as the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, Boards and Commissions, and all State of Alaska political subdivisions - cities, boroughs and school districts.

Providing the items and delivery to the appropriate agency shall be done in accordance with the terms, conditions, and specifications contained in ITB 170007283.

Vendor contact information, region definitions, and contract terms and conditions are listed below.

New Accounts: Contact vendors for more information.

<u>Region</u>	<u>Vendor</u>	<u>Contract Award #</u>
Gulf	Food Services of America-Anchorage	170007283A
Interior	Food Services of America-Anchorage	170007283A
Northern	J&J Consulting LLC	170007283B
Northwest	J&J Consulting LLC	170007283B
Southcentral	Food Services of America-Anchorage	170007283D
Southeast	Nana Management Services, LLC	170007283C
Southwest	J&J Consulting LLC	170007283B

For additional information regarding this contract, please contact:

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Statewide Contracting Officer

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CONTACT INFORMATION

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REGION LIST

Gulf Coast Region (Anchorage/MatSu) – comprises all land and water within the boundaries of the Kenai Peninsula Borough, the Kodiak Island Borough, as well as within the Valdez-Cordova Census Area

Interior Region – comprises all land and water within the boundaries of the Fairbanks North Star Borough, the Denali Borough, the Southeast Fairbanks Census Area, and the Yukon-Koyukuk Census Area.

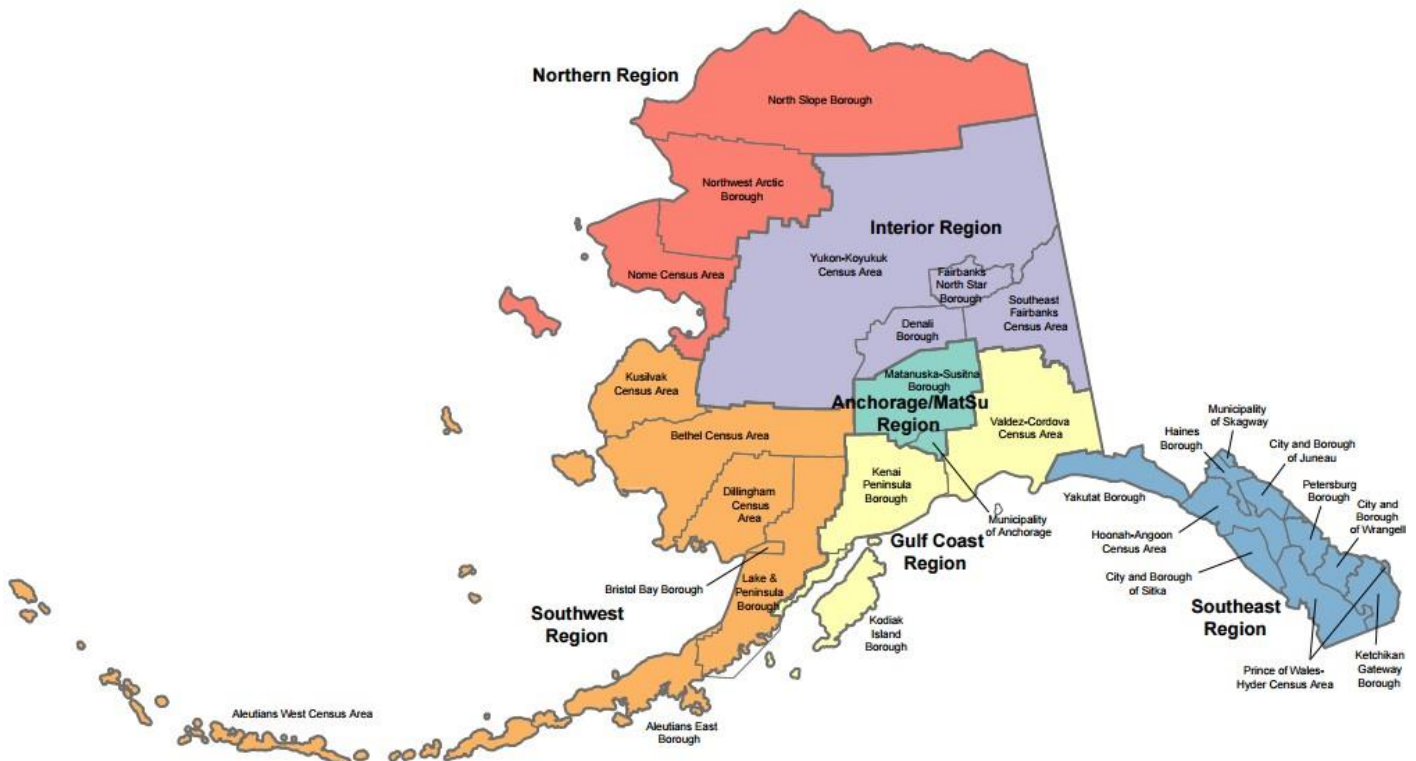
Northern Region – comprises all land and water within the boundaries of the North Slope Borough excluding Point Hope.

Northwest Region – comprises all land and water within the boundaries of the Northwest Arctic Borough and the Nome Census Area and Point Hope.

Southcentral – comprises all land and water within the boundaries of the Municipality of Anchorage and the Matanuska-Susitna Borough.

Southeast Region – comprises all land and water within the boroughs and census areas of the Southeast Panhandle, including Yakutat Borough, Municipality of Skagway, Haines Borough, Hoonah-Angoon Census Area, Petersburg Borough, Prince of Wales-Hyder Census Area, City and Borough of Wrangell, and Ketchikan Gateway Borough.

Southwest Region – comprises all land and water with the boroughs and census areas of Southwest Alaska, including Kusilvak Census Area, Bethel Census Area, Dillingham Census Area, Lake and Peninsula Borough, Bristol Bay Borough, Aleutians East Borough, and Aleutians West Census Area.



CONTRACT INTENT: This solicitation is intended to result in a non-mandatory use contract for the purchase of food products and related items on an as-needed basis from pool of qualified providers. All authorized users may, at their option, purchase from the contract. It is the intent to award a centralized contract to a single Contractor for each region as described in Method of Award.

CONTRACT ADMINISTRATION: Ultimate enforcement of this contract is the responsibility of the Division of Shared Services (SSoA) Contracting Officer whose name appears on the cover page of this document. Day-to-day operational issues are the responsibility of the individual ordering agencies.

ORDERS: Orders shall be accepted by the Contractor between the hours of 8:00 A.M. through 5:00 P.M. ET, Monday through Friday, except legal holidays. Contractor shall can accept orders manually, via facsimile, and electronically via e-mail. All orders shall reference contract number, requisition and/or purchase order number as required.

WEB BASED ORDERING SYSTEM (optional): It is preferred that information required in the Price Guide also be included on the web based ordering system. The web based ordering system should allow Authorized Users to perform ordering, reporting, tracking, and promotions in a fully secure, real-time system by using the Internet at no additional charge. Web based ordering systems should acknowledge receipt of a customer's order, allow multiple users at once and allow customer's access to customer's order history. The Contractor would provide software at no charge, if needed by an Authorized User to use the Contractor's web based ordering system. The system shall be capable of designating certain items as available for purchase only with prior authorization as designated by Authorized Users.

CATALOG ORDER GUIDE: The bidder shall provide a catalog order guide (electronic version) with descriptions and pack sizes, to SSOA for posting on the Contract Award Manual website. At a minimum, the order guide should list the item description, specifications, the bidders part number, the manufacturer's part number, the product brand for each item, the Sub-Lot Markup, and the AK Net Delivered Price. The catalog order guide should be provided in an electronic format if the customer is agreeable.

PRICE GUIDE MAINTENANCE: Contractor(s) shall submit updated Price Guide to SSOA in electronic format to the attention of the individual designated by Contract. The latest Price Guide will then be published to SSOA's website. There may be times when the Contractor has no changes to report in their Price Guide (i.e., no price adjustments or product add/delete). Contractor may elect to continue using the previous quarter's Price Guide if it remains current. When the Contractor elects to use the previous quarter's Price Guide, Contractor must notify SSOA in writing that there were no changes to the Price Guide and Contractor is using the previous quarter's Price Guide.

At no charge to Authorized Users, the Contractor must prepare, supply, and keep Price Guide current. Identical Price Guides must be made available electronically to Authorized Users and SSOA and must be available at least one business day before the effective date of the Price Guide. Pre-approval of Price Guides by SSOA is not required. Electronic copies of the Price Guide must be submitted to Authorized Users, upon request. All information in all distributed copies of the Price Guide (electronic transmittals and web-based pricing) shall be identical. In the event of a discrepancy, it is the Contractor's obligation to notify SSOA and Authorized Users of the governing source pricing (electronic transmittals, or web based). Prices may be reduced at any time; however, price increases other than those discussed in Section Price Changes, shall not be permitted.

Failure to maintain accurate, timely Price Guides may result in contract cancellation.

PRICE CHANGES: Prices established in the Price Guide shall be calculated as detailed in Section Price (less applicable allowances etc.). Adjustments (increases or decreases) shall be made as shown below:

<u>Category</u>	<u>Adjustment Frequency</u>
Dairy	Weekly
Produce	Weekly
Meat, Poultry and Fish	Weekly
Frozen	Monthly
Ambient, Canned and Dry	Monthly
Baked Goods	Quarterly
Non-food	Quarterly

Adjustments shall be calculated and reflect the reduction from applicable allowances as defined in Price. All Price Guides created for this solicitation and resultant award are subject to audit by the State.

CONTRACT UPDATES - ADDITION AND DELETION OF PRODUCTS: Product changes to items listed in Contract Price Guide are addressed in the following manner:

Updates/Additions/Deletions include:

- i) Adjusting pricing for Products previously incorporated under the Contract as per Section Price Changes,
- ii) Adding new products within the established, previously approved pricing structure as necessitated by such changes as seasonal availability, manufacturer pack size changes, changing Authorized User needs etc., and
- iii) deleting Products previously incorporated under the Contract.

For deletions, if requested by the State, Contractor must supply documentation supporting the reason for removal of the product from the Contractor's Price Guide. Removal of any Market Basket items or equivalent substitutions by Contractor from its Price Guide requires SSOA prior approval.

INVOICING

PAYMENT FOR STATE PURCHASES: Payment for agreements under \$500,000 for the undisputed purchase of goods or services provided to a state agency, will be made within 30 days of the receipt of a proper billing or the delivery of the goods or services to the location(s) specified in the agreement, whichever is later. A late payment is subject to 1.5% interest per month on the unpaid balance. Interest will not be paid if there is a dispute or if there is an agreement that establishes a lower interest rate or precludes the charging of interest.

USE OF STATE OF ALASKA PURCHASING CARD: Select State agencies have been issued a State of Alaska Purchasing Card (P-Card, currently Visa). The State reserves the right to pay for purchases with the P-Card. If payment is made with a P-Card, no surcharges will be allowed.

INVOICES: Invoices must be sent directly to the authorized user's address shown on the individual Order. The authorized user will only make payment after it receives the merchandise or service and the invoice. Question concerning payment must be addressed to the authorized user.

The minimum information listed in the header of each page of the invoice must include:

- The Bidders name;
- The name and delivery address of authorized user;
- The name of the State employee who placed the order;
- The State's Contract Award number;
- Order number;
- The date the order was placed; and
- The delivery date.

The minimum information listed in each line item in separate column must include:

- The stock number as shown on the Cost Schedule;
- A brief description of the line item sufficient to differentiate from other similar items that may be included on the invoice;
- The quantity of the line item ordered;
- The quantity of the line item shipped;
- The Bidder's unit price for the line item per the contract price in effect at the time the order was placed;
- and the extended line item cost, calculated by multiplying the unit price by the quantity delivered. a

OUT OF STOCK/NOT AVAILABLE PRODUCT: Contractor shall inform Authorized User of the availability date of non-filled and partial orders within 24 to 36 hours prior to scheduled delivery. In the event of out of stock/not available product situations, there shall be no substitution of products ordered without the express authorization of the Authorized User. Such substitutions shall be of same or better grade, quality, etc. Substitutions should not be made on a continuing basis. Explanation of repeated/continued substitutions shall be made to the State. Out-of-stock/not available product situations may be a basis for cancellation of contract and/or charging back for open market purchase or any other appropriate remedies. The Authorized User shall not be liable for unauthorized product substitution.

BACKORDERS: No backorders are permitted. Backorders shall not be shown on any invoices to the State.

SHORTAGES: The Bidder shall notify the ordering facility of out of stock/unavailable products as soon as possible after receipt of order and no later than one business day before delivery so that a suitable alternative product can be ordered if necessary.

UNUSABLE PRODUCT: Any claim that delivered product is unusable (damaged, rotten, non-edible, unacceptable substitution, etc.), shall be resolved by credit, substitution or any other applicable means for resolution within three business days upon written notice from receiving Authorized User. If a satisfactory resolution is not reached between the Authorized User and the Contractor, a decision may be made by SSOA that shall be final.

PRODUCT RETURNS: Products ordered in error by the Authorized User may be assessed a restocking fee. If an authorized user returns a product ordered in error, but still in resalable condition, the Contractor may charge a 5% restocking fee by issuing a revised invoice to the authorized user. Restocking fees will be applied by occurrence.

AUTHORIZED RETURNS: The Bidder shall accept returns, at their expense, under the following conditions:

- Products shipped in error;
- Damaged products including concealed damage;
- Recalled products;
- Products that do not meet shelf life requirements;
- Products that do not meet the minimum quality requirements as defined in this application;
- Products delivered in unsanitary delivery vehicles; and
- Excess quantities because of order input error by the State.

PRODUCTS LEFT ON DOCK: Deliveries left on the loading dock without acceptance by the Authorized User shall be considered “abandoned goods” and may be returned at the Contractor’s expense or disposed of at the discretion of the Authorized User.

FILL RATE: Bidder certifies it will use commercially reasonable standards to provide the Authorized User with the requested product in the requested time frame on 98% of all orders.

DELIVERY REQUIREMENTS: Contractor directly, or through its subcontractor, shall be able to deliver all items/product categories listed herein to all Authorized Users within each region. Delivery shall be made in accordance with instructions on the purchase order from each facility. Deliveries shall be on weekdays during normal business hours, as determined by the facility, except/excluding legal holidays.

After an Authorized User places an order, Contractor shall work with the Authorized User to establish mutually beneficial dates of delivery, to the extent possible. Contractor shall contact Authorized User prior to making delivery if regularly scheduled delivery date is changed. Any deviations from the set delivery schedule must be acceptable to both parties.

DELIVERY LOCATION INSPECTION: Bidders are encouraged to visit the delivery locations so that they can see the conditions under which the work described in this application will be performed. The bidder’s failure to visit the site will in no way relieve the bidder of the responsibility of performing the work in strict compliance with the true intent and meaning of the terms, conditions and specifications of this application. Any questions the bidders have must be directed to the Contracting Officer named on the front page of this application.

FINAL DESTINATION: “Final Destination” is defined as the loading dock or other designated point as determined by the receiving facility.

F.O.B. – All shipments are F.O.B. Destination, freight prepaid by the vendor. Contract pricing includes all shipping and delivery costs for deliveries on the road system within each region despite where a Distribution Center has been identified with the following limitations:

- Interior Region – Includes Fairbanks and all the surrounding communities accessible by roadway within a 50-mile radius of Fairbanks;
- Southcentral Region – Includes all areas within Anchorage and all surrounding communities, in their entirety, accessible by roadway and within a 50-mile radius of Anchorage city limits; or
- Within the city limits of any identified distribution center.

Actual shipping costs for deliveries outside of the defined free delivery zones, or where the Distribution Center is not within the same region or connected by a road system, will be passed on to the ordering agency. All emergency or rush deliveries that require special shipping and handling will also be at the ordering agency's expense, with prior approval from the ordering agency. All shipping and delivery costs billed to an ordering agency shall be added to an invoice as a separate line item. The method of delivery will be determined by the authorized user.

There will be no fees for deliveries made to an airport, dock, or mode of transportation when within the same region in which the Distribution Center is location.

DELIVERY ARRANGEMENTS AND SHIPPING CLAIMS: It shall be the Bidder's responsibility to make all Final Destination delivery arrangements. The Bidder shall be responsible for filing all shipping/freight claims.

PRIOR NOTICE OF DELIVERY: The Bidder shall notify the receiving agencies 24-hours in advance of the delivery. Failure to notify the State may cause the delivery to be refused and the Bidder shall bear any additional costs accrued.

DELIVERY CONFIRMATION: The Bidder's delivery personnel shall be responsible for having all deliveries checked in and packing lists signed by the agencies designated employee(s). The State is not responsible for payment of products for which the Bidder's delivery personnel has not obtained a signed packing list, at the time of delivery, from the agencies designated employee.

SHIPPING DAMAGE: The state will not accept or pay for damaged goods. The Bidder must file all claims against the carrier(s) for damages incurred to items in transit from the point of origin to the ultimate destination. The state will provide the Bidder with written notice when damaged goods are received. The state will deduct the cost of the damaged goods from the invoice prior to payment. The Bidder must file all claims against the carrier(s) for reimbursement of the loss.

STANDARD PACKAGING: Orders are to be drawn in quantities consistent with the industry standard. The cost of all packaging must be included in the price bid. All packaging must be new and suitable for shipment and short-term warehouse storage.

Semi perishable items shall be securely packed in shipping containers that fully comply with the National Motor Freight Classification and uniform Freight Classification Code, as applicable.

All meats, poultry and seafood will be vacuum packed when practicable. In all instances, the packaging will protect the product from freezer burn and contamination.

Frozen product must be packaged and packed to allow removal of the individual units from the container without damage to it or other units. The intent is to be able to remove only that amount of product required for current needs, without the necessity of thawing the whole package.

PACKAGING/CONTAINER SECURITY REQUIREMENTS FOR SELECTED AUTHORIZED USERS: Correctional facilities, and other self-identified Authorized Users, require packaging and containers that minimize possible security problems (i.e., do not include wire, metal, sharp edges, glass, etc., that may possibly be fashioned into a weapon). Contractor and Authorized User shall mutually agree to modify and/or change packaging and/or containers for delivery to some locations, to reduce potential security risks. There shall be no additional charge for Contractor's packaging or containers used to meet security requirements.

LABELING: Labeling must be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. USDA nutritional labels must be included on products delivered to the agencies requesting this label, (such labeling is mandatory for customers receiving National School Lunch Program reimbursements). Shipping containers must follow the National Motor Freight Classification and Uniform Freight Classification Code.

MARKINGS: To ensure the carrier and the receiving agency properly handle and store items, standard commercial precautionary markings such as "KEEP FROZEN" shall be used when appropriate.

To the maximum extent possible or when requested by the agency, nutritional and ingredient labels shall be placed on the products.

All food and beverage products shall be identified with readable dates (open code dates), or coded dates, as determined by the type of product delivered. For semi-perishable, shelf stable items, open dating is preferred, but code dating is acceptable. Items other than semi-perishable and shelf stable products must have readable, open code dates clearly showing the use by date, date of processing/pasteurization, sell by date, best if used by date, or similar markings.

DISCREPANCIES: SSOA or the Authorized User must notify Contractor of all order and/or invoice discrepancies within five business days from receipt. Contractor shall take all commercially reasonable steps to resolve discrepancies (e.g., shortages etc.) within five business days.

OTHER EXPENSES: The Authorized User shall not be liable for any expense incurred by the Contractor because of any traffic infraction or parking violations attributable to Contractor's contract performance.

REJECTION OF PRODUCT: All products purchased under this contract are subject to acceptance by the authorized user. Any rejection of products resulting from non-conformity to the terms, conditions, and specifications of this contract must be picked up within two business days after notification at the Bidder's expense. The Bidder must adjust the affected invoice to reflect a credit for the item(s) rejected.

REJECTION PROCEDURES: If product is determined to be either defective, damaged, or compromised in any other manner, it may be rejected by the receiving official.

When product is found to be nonconforming or damaged, or otherwise suspect, the receiving official will determine the course of action to be taken with the product in question. The final decision rests with a state-authorized representative. For unauthorized substitutions, customer will determine whether to reject or accept, and if accepted, reserves the right to reimburse bidder only that amount allotted for the original product ordered.

In the event an item is rejected, the delivery ticket/invoice shall be annotated as to the item(s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer needs. To the greatest extent possible, on an as-needed, emergency basis, same day re-delivery of items that were previously rejected shall be made, so that food service requirements do not go unfulfilled for that day. The re-delivered items will be re-delivered under a separate invoice utilizing the same purchase order number for the discrepant line. These re-deliveries will not constitute an emergency or supplemental requirement and therefore will have no additional charges.

If a product is rejected after initial delivery has been made, the Bidder will pick up the rejected product. While pick up is acceptable during the next delivery date, it will normally be expected to be within forty-eight hours for perishable and within thirty days for nonperishable goods. If bidder fails to pick up the rejected products within those time frames, customer reserves the right to consider them property of the state and dispose of them as seen fit, with no reimbursement to bidder. Credit due to the customer because of the rejected product being returned, will be handled through a receipts adjustment process in the ordering system. If the bidder has already been paid for the product, a credit will be issued through the customer's financial system.

If a customer requires a one-to-one replacement, no additional paper work is necessary. The bidder delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the Purchase Order Number of the originally ordered product. In addition, a copy of the credit memo from returned product is to be attached to the invoice. Purchaser shall inspect product as promptly as practicable, normally within 48 hours for perishable and thirty days for nonperishable. However, failure to promptly inspect or accept supplies shall not relieve the bidder from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

Supplies transported in vehicles, which are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

RECALLED PRODUCTS: The Bidder shall track all products delivered and have a product recall program that provides for immediate notification to all Authorized User facilities, including SSOA and Authorized Users' central offices that have received the recalled products. The Bidder is responsible for picking up and replacing all products that are subject to recall and insuring that all manufacturers and suppliers to the Bidder have the same requirements in place. The Authorized User shall not be responsible for the pickup and replacement cost of any recalled product. Subsequent credits must be applied, as applicable. A final report shall be made to SSOA and all Authorized Users' central offices stating number of cases shipped, locations and number of returns.

AUTHORIZED USER COMPLAINTS: The Contractor's failure to provide goods or service required by this contract will be grounds for the State to issue a Service Deficiency Claim (SOC) to the Contractor. The SOC will be provided to the Contractor in writing by the Authorized User. The Contractor will advise the State, in writing, of the corrective action being taken.

If a deficiency is not corrected within seven working days from the time it is issued, the State may issue another SOC and procure, from another Contractor, the goods or services necessary to correct the problem. The Contractor will then be obligated to reimburse the State for the amount required to correct the problem.

If a Contractor gets more than two substantiated SDCs in a 30-day period or a total of five substantiated SDCs in a 60-day period, it will be grounds for the State to declare the Contractor in default.

Examples that would warrant the level of a Service Contract Deficiency include but are not limited to:

- Consistently failing to respond within any contracted time frame;
- Not maintaining required fill rate;
- Not providing proof of price changes with the required time frame;
- Shipping items out of required temperature range, expired, or too close to expiration date;
- Damaged or low-quality produce; or
- Any incident deemed by the Authorized User that warrants a deficiency.